

**CITY OF MILWAUKIE  
CITY COUNCIL WORK SESSION AGENDA  
APRIL 14, 2003**

**MILWAUKIE CITY HALL**

Second Floor Conference Room  
10722 SE Main Street

***WORK SESSION – 5:30 p.m.***

**Discussion Items:**

	<u>Time</u>	<u>Topic</u>	<u>Presenter</u>
1.	5:30 p.m.	Information Sharing	Group
2.	5:45 p.m.	Police Department Staffing Levels	Larry Kanzler
3.	6:00 p.m.	Open Public Forum	
4.	6:30 p.m.	Centennial Update	Michelle Gregory
5.	7:00 p.m.	Board and Commission Interviews	Mayor and Council
6.	7:45 p.m.	Transportation Maintenance Fee Project	Alice Rouyer & Jeff King
7.	8:15 p.m.	Municipal Court Judge Services	Mike Swanson
8.	8:30 p.m.	Rowe Middle School Resource Officer	Mike Swanson
9.	8:45 p.m.	Adjourn	

***The Council may vote in work session on non-legislative issues.***

***The time listed for each discussion item is approximate. The actual time at which each item is considered may change due to the length of time devoted to the preceding items.***

*At the end of the work session, the Council may hold an Executive Session under the authority of Oregon Revised Statutes 192.660 as needed.*

*For assistance/service per the Americans with Disabilities Act (ADA)  
dial TDD 786-7555.*

<b><i>The Council requests that all pagers and cell phones be either set on silent mode or turned off during the meeting.</i></b>
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To: Mayor and City Council

Through: Mike Swanson, City Manager  
Gary Firestone, City Attorney

From: Michelle Gregory, Neighborhood Services Manager

Subject: City Support for the Centennial Celebration

Date: March 11th, 2003

#### Action Requested

Staff is seeking direction on the city's continued involvement with the Centennial. Several questions are emerging about what role the city and its staff should assume from this point forward. There are resource issues, risks and opportunities associated with further city involvement. Clarification is needed, so that staff can proceed appropriately and so that the community can succeed in this public-private partnership.

#### Background

December of 2001, staff was directed to support the work of a council-appointed committee, in their efforts to develop a plan for celebrating the Centennial of the city's incorporation. Staff was directed to:

- ❑ Form a Coordinating Committee to focus on the big picture/whole process.
- ❑ Use the Budget Process to Initiate Effort
- ❑ Enlist the Help of a Resource Development/Public Affairs Professional

The committee was given a charge and a set of goals:

*To solicit, review and select community ideas for how to celebrate Milwaukie's Centennial. To develop a work plan and budget for a regionwide campaign that will be presented to the Council and Budget Committee for consideration as part of Milwaukie's 2002-3 fiscal process. To work with a fundraiser and community groups to generate private and civic sponsorship of Centennial events and projects throughout the process.*

*The Council asked the committee to work toward the following goals:*

- ☐ *Celebrate the Past with an Eye Toward the Future*
- ☐ *Foster Partnerships with a Broad Base of Community Groups and Private Sector Interests*
- ☐ *Leverage additional support through fundraising*
- ☐ *Establish Region-wide Visibility*
- ☐ *Integrate Long Term Community Goals*
- ☐ *Cultivate Volunteerism and Community Involvement that will be Sustained After the Centennial*

After the committee was appointed, the firm of Metropolitan Group was retained to assist the committee with its plan development, marketing and fundraising strategy. The city paid \$15,000 for consulting services in FY 01-02. In the spring of 2002 the staff and the committee presented the Centennial plan and a proposed a budget request for an additional \$30,000 to 'seed' the Centennial committee's efforts in the following fiscal year. This money was used to brand the Centennial, to train the committee members in the area of fundraising, to produce a proposal that committee members could leave with prospective partners, and to cover publicity for the Opening Ceremony of the Centennial.

Early on in the process, it became apparent that direct involvement with fundraising and major events production by city employees would present some compromising scenarios. In order to maximize the potential for fundraising and limit the city's liability, a non-profit corporation called Celebrate Milwaukie Inc (CMI) was registered to support the efforts of the committee and serve as the financial mechanism for the Centennial. Staff in Neighborhood Services has provided creative, clerical, planning and coordinating support to the Centennial committee and to the fledgling organization, though no additional city funds have been budgeted for the project.

At this point, the Centennial project, a collaboration of the City, CMI, the Chamber and other community groups and businesses, has raised \$59,650 in cash contributions and sponsorships and another \$20,420.0 in the value of in-kind donations or volunteer time. The city did incur some additional expenses for the Opening Ceremony. These have come out of the Neighborhood Services budget and the City Council budget. This was negotiated with CMI as a fair compromise, given the extent to which this particular Centennial event involved the City Council, the first Council meeting, and the historic significance of the city's incorporation.

The City is struggling to solve a deficit problem and the Neighborhood Service Manager will be resigning at the end of the fiscal year. In addition, the Centennial plans call for a 3-day celebration in June, a fireworks display in July, and possibly a series of boat races and relay races later in the summer. These events will all require permits for their impact upon public rights of way or their crowd management requirements.

The situation poses obvious resource accountability and liability concerns. The appropriate degree and form of city support for the Centennial, who among the staff should provide support, and the exact limitations on city involvement, are policy and management questions that need clarification. The Centennial committee, other community volunteers and the staff cannot proceed as a team and be protected from personal liability, at this juncture.

Some issues to consider:

- ❑ **Intellectual Property:** The city paid for the development of a Centennial Logo, which means that it is the city's property. This logo has been very successful in that people associate it with the Centennial. It is being used to promote Centennial events and to co-brand with sponsors and other enterprises that are approved by the committee. In order to protect the Centennial from renegade marketing efforts that are not sanctioned by the Centennial committee, the use of a licensing agreement has been suggested. The committee supports this suggestion. This brings up the question of who should handle the licensing agreements - the City or CMI? If the city is handling the licensing, there is a workload impact for staff to shepherd, negotiate and track these agreements. If we have a single license agreement with CMI or another third party, it gives them the ability to sub-license from the city, and the workload is transferable. In the long term, it is possible that the Centennial logo would become the logo for CMI. It has been used on the sponsorship agreements between CMI and individual sponsors and it is the goal of the non-profit corporation to sustain itself as a community fundraising entity in future years beyond the Centennial year.

- ❑ **Liability:** The city requires events permits and proof of insurance for these major events. This begs the question, who is applying for the event permit for things like the Summer Celebration, the fireworks display, etc. The applicant must provide proof of insurance and demonstrate that they intend to implement certain safety controls (crossing guards, street barricades, stage parameters, etc). If CMI is applying for the events permit, they will need to show proof of insurance. Alternatively, the city may choose to extend coverage to the applicant in the form of a separate, short-term events policies, or it may choose to be the applicant. If the city is the applicant we still have to meet our own the requirements and there may be separation a staff duties to consider. If the city applying for the permits, there is more staff time involved, than if we are merely reviewing them.
- ❑ **Purpose and Value:** There is reasonable debate about whether or not the Centennial project is a worthy public-private endeavor in these harsh economic times. Continued endorsement of this project by the city, and continued support, in the form of staff time or other resources, should be clarified so that the people who are making this effort, whether they are paid staff or volunteers, understand their respective roles, the authority with which they act and the liabilities they are encountering. The council may want to consider the future opportunities that can arise out of a formalized partnership with CMI, on balance of the risks involved in this relationship, absent of a public contract. The city has recently applied for a \$200,000 grant on behalf of CMI to help the community develop a non-governmental fundraising body for long-term community improvement projects that promote active living, such as the riverfront park. Our eligibility for this grant will in large part be determined by how well organized we are as a community and what sort of commitment we have demonstrated to this idea.

### Concurrence

A rough projection of the staff resources that would be needed to help carry out the Centennial plan was circulated to the committee and department heads in December 2002 for feedback. Department heads were asked to review the projection, help to quantify it, and determine the feasibility of their assistance. The Police Chief registered concerns early on that officers would not be able to provide security for the summer celebration because of the overtime costs to the dept. JoAnn Herrigel offered her continued support for various events and projects, especially related to the Legacy Project. Other departments have not responded or are not as heavily affected, apart from their duties as reviewers of the events permits. The neighborhoods are currently determining their individual contributions to the Centennial via the grants program and the City attorney has advised that the issues raised in this report, be resolved before staff proceed any further.

### Fiscal Impact

To date the city has expended approximately :

\$37,700	in contractual services
1,870	in supplies
<u>32,347</u>	<u>in staff time</u>
<b>\$71,917.00</b>	

To date the project has raised approximately:

\$59,650	in sponsorship/contributions
4,700	in-kind or donated goods
<u>20,420</u>	<u>in volunteer time</u>
<b>\$84,770.00</b>	

### Work Load Impacts

*Included Above.*

### Alternatives

The project has successfully leveraged public funds by creating a private sector response and a community in-kind response that exceeds the city's cash commitment, though the staff time to support the project is significant. The community is organizing activities to commemorate the Centennial and leave a legacy. More and more volunteers and organizations are becoming involved in the community. The economy is proving to be an albatross around the necks of prospective givers, but the sponsorships continue to come in as we approach major events. The region is aware of Milwaukie's 100<sup>th</sup> anniversary of incorporation and the past is being celebrated with an eye toward the future. These were the original goals that the Council asked the Centennial Committee and the staff to achieve. In addition to these, we have all learned a lot about each other, about our history, and our future. We are in line for a large grant from the Robert Wood Johnson Foundation and we are also being considered for tourism funding from the County Tourism Development Council.

The City must now determine if it should continue support the project that we started, to what extent and in what form.

The options for how to articulate city support for the Centennial are:

- ☐ Curtail the use of city resources (staff time, supplies, or services) toward the Centennial.

- ❑ Set limits on the quantity and kind of support the city will provide from now to a date certain for re-evaluation. Staff recommends basing these limits on what is fiscally responsible and what the needs of the committee are at this point. It may be worthwhile to re-evaluate the goals of the project at this point as well.

The options for how to clarify the relationship of the City and the Celebrate Milwaukie Inc. organization are:

- ❑ Cease city activity related to the Centennial Celebration.
- ❑ Enter into a public contract with CMI that describes the nature of city support, the rights that CMI has to the intellectual property of the city and kind of reporting or public accountability that the city expects from CMI.
- ❑ Engage the services of a consultant to work with or for CMI and other members of the community on the celebration.

## **ADVISORY BOARD INTERVIEWS**

**Monday, April 14, 2003**

<u>Time</u>	<u>Applicant</u>	<u>Area of Interest</u>
7:00 p.m.	Carlotta Collette	Design & Landmarks Commission
7:10 p.m.	Lisa Batey	Planning Commission Design & Landmarks Commission
7:20 p.m.	Kate MacCready	Park and Recreation Boar
7:30 p.m.	Mark Weidkamp	Design & Landmarks Commission



**CITY OF MILWAUKIE  
APPOINTED ADVISORY BOARD APPLICATION**

Name: Carlotta Collette Date: December 2, 2002  
Street address: 3905 SE Johnson Creek Boulevard, Milwaukie, Oregon, 97222  
Mailing address if different than home address: \_\_\_\_\_  
Business Phone: \_\_\_\_\_ Home Phone: 503-653-5771  
E-mail address: carlottacollette@attbi.com  
How long have you been a Milwaukie resident? 10 years  
Are any members of your household currently serving on a City of Milwaukie Advisory Board or Commission? If so, which one. NO  
Are you a registered voter in Milwaukie?  
YES  
How did you hear about the position? Through Pat Duval  
  
Occupation: consultant/writer Employer: Self-employed  
Employer's Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Please list any prior civic or professional activities. For 14 years, I was on the public involvement staff of the Northwest Power Planning Council. I was also the Council's executive editor, overseeing all Council correspondence and official communications. Before joining the Council, I was involved with community access cable tv in Portland, helping to coordinate several local access news programs. I also was editor of RAIN Journal of Appropriate Technology, a magazine and resource center that covered community-based projects—community gardens, small businesses, alternate transportation modes, etc.—throughout the world. I am currently a private consultant specializing in public involvement and information on transportation and natural resource projects. I have written extensively on a variety of topics including energy policy, fish and wildlife, architecture, and transportation.

Why have you applied for this position? I am concerned about Milwaukie's future. Milwaukie's economy, its ability to both survive and grow, will depend on strategies and resources brought into play now. Local economic development, downtown planning and implementation of those plans, transportation strategies (including gaining access to Riverfront Park), etc., will all have bearing on this city's future livability.

What special training, skills, or experience have you had that would be pertinent to this application? I am very interested and well read about community infrastructure and design – with a particular emphasis on sustainability. I am also an experienced facilitator and can bring that skill

to the table to help resolve conflicts and motivate cooperation. In addition, I have some contacts in the Portland development community.

Board(s) or Commission(s) in which you are interested. North Main Project Review Committee,  
Budget Committee

Please complete this form fully so City Council can evaluate your application. Thank you for the extra time and effort. Please return to City Recorder's Office, 10722 SE Main Street, Milwaukie, OR 97222, or fax to 653-2444. If you need additional information, please call 786-7502.

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Received by City \_\_\_\_\_  
Interviewed \_\_\_\_\_  
Commission \_\_\_\_\_

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Information Sent \_\_\_\_\_  
Appointed \_\_\_\_\_  
Term Expires \_\_\_\_\_

Carlotta Collette  
Collette Communications  
3905 SE Johnson Creek Boulevard  
Milwaukie, Oregon 97222  
Phone: 503-653-5771  
Fax: 503-654-7497  
Email: carlottacollette@attbi.com

Carlotta Collette develops and implements public information materials and involvement strategies for government agencies, consulting firms and non-profit organizations. Her areas of focus include energy policy, energy efficiency, renewable resources, fish and wildlife recovery, transportation planning and neighborhood involvement.

Collette has also written extensively on these topics. Recent credits include a special "Oregon Salmon Plan" issue of High Country News, a tabloid on energy conservation in industries for the Northwest Power Planning Council, and a chapter on Oregon's watershed planning efforts for the book: *Across the Great Divide, Explorations in Collaborative Conservation and the American West* (Island Press, 2001).

#### Partial list of Collette Communication's clients

Oregon Department of Transportation  
URS Corporation  
PacifiCorp  
Northwest Power Planning Council  
Northwest Energy Efficiency Alliance  
Tennessee Valley Authority  
Bonneville Environmental Foundation  
Northwest Environmental Advocates  
Northwest Gas Association  
World Stewards Foundation

#### Background

- Collette was on the public involvement staff of the Northwest Power Planning Council from 1984 until 1998. Her responsibilities included developing and carrying out regionwide public information and involvement strategies on critical fish and wildlife and energy issues. As senior staff writer and executive editor, Collette reviewed and coordinated all Council official correspondence and publications, speech and editorial writing, and video production.
- Prior to joining the Council, Collette co-produced and was onscreen live reporter for an award winning television news magazine show and a live call-in news talk show for Cablesystems Northwest.
- She was publisher of RAIN Journal of Appropriate Technology from 1979 until 1983, and president of RAIN Umbrella, Inc., a community resource center.
- In her home state of Minnesota, Collette was special projects coordinator for the Center for Local Self-Reliance. Her responsibilities included coordinating a neighborhood-based, 400-home weatherization project, several community-based solar demonstration projects and a special weatherization self-help project for a Native American housing development.
- Previous experience includes community-based group counseling and probation oversight for juvenile offenders in Minneapolis, Minnesota, under the Hennepin County Court System.
- Collette also designed and implemented a community resource network to assist welfare recipients in Hennepin County, Minnesota.

References available on request.

**CITY OF MILWAUKIE  
APPOINTED ADVISORY BOARD APPLICATION**

Name:     Lisa M. Batey     Date:     December 3, 2002    

Street address:     11912 SE 19th Avenue, Milwaukie 97222    

Mailing address if different than home address:     same    

Business Phone:     503-353-1825     Home Phone:     same    

E-mail address:     lisa.m.batey@usdoj.gov    

How long have you been a Milwaukie resident?     Since April 2002    

Are any members of your household currently serving on a City of Milwaukie Advisory Board or Commission? If so, which one.     no    

Are you a registered voter in Milwaukie?     yes    

How did you hear about the position?     Milwaukie Pilot    

Occupation:     attorney     Employer:     US Immigration and Naturalization Service    

Employer's Address:     425 I Street, NW Washington, DC 20536    

Phone:     202-616-7946 is the number for my supervisor, Cristina Hamilton    

Please list any prior civic or professional activities:     Currently volunteer with Clackamas County Volunteer Connections, offering Russian language expertise for workers and residents of Hillside Manor and Hillside Park. Also a member of the World Affairs Council in Portland.    

    Past activities in the Washington DC area include volunteering with Arena Stage, active member of the Network of Women in Slavic Studies, and writing for various periodicals, including college newspaper and employer newsletters. Past employment includes private law practice and work abroad on migration policy issues with the International Organization for Migration.    

Why have you applied for this position?     I am interested in helping work toward smart development in and around downtown Milwaukie, which seems to me an underutilized and underappreciated area with great potential.    

What special training, skills, or experience have you had that would be pertinent to this application?     I think my legal and public policy background, while not in areas related to development or urban planning, nonetheless equip me well to contribute to the work of Milwaukie committees. I believe I have strong analytical and writing skills which would make me a valuable member of such committees.

Board(s) or Commission(s) in which you are interested. I am most interested in serving on committees working on development plans for downtown Milwaukie or the waterfront, but would consider other committees as well.

Please complete this form fully so City Council can evaluate your application. Thank you for the extra time and effort. Please return to City Recorder's Office, 10722 SE Main Street, Milwaukie, OR 97222, or fax to 653-2444. If you need additional information, please call 786-7502.

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Commission \_\_\_\_\_

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Term Expires \_\_\_\_\_

**CITY OF MILWAUKIE  
APPOINTED ADVISORY BOARD APPLICATION**

Name: Mark W. Weidkamp

Date: February 10, 2003

**Street address:** 12638 SE Weedman CT, Milwaukie, OR 97222

**Mailing address if different than home address:** PO BOX 220015, Milwaukie, OR 97269-0215

Work: 503-550-1525

**Home Phone:** ~~503-553-6877~~ 503.654.6912

**E-mail address:** mark.weidkamp@attbi.com

**How long have you been a Milwaukie resident?** 6 months

**Are any members of your household currently serving on a City of Milwaukie Advisory Board or Commission? If so, which one?** none

**Are you a registered voter in Milwaukie?** Yes - Clackamas /County

**How did you hear about the position?** newspaper article/suggestion/recommendation of a neighbor

**Occupation:** strategic planning, sales & marketing **Employer:** self

**Employer's Address:** see above mailing address\_ **Phone:** see above

**Please list any prior civic or professional activities.**

1. Oregon Road Runners Club (ORRC) Volunteer 1970 – 1990 (father was a founder)
2. Assistant to the race Director, Seaside Marathon, 1975-1980
3. Public Address Announcer, Sunset High School 1977-1999, men's/women's Basketball, Men's Football, Winter Classic Basketball Tourneys, etc.
4. Driver, "Coastline Cruisers" all women's Hood to Coast Relay Team, 1981-1993
5. Air Force ROTC, 1981-1982, pilot candidate, Oregon State University
6. Portland Marathon Volunteer, 1971-1992 (father founded the event), also race director)
7. Member, Board of Advisors, Hopewell House Hospice – Hillsdale, OR 1985 –present (mother was a co-founder)
8. Youth Group Leader, St. Bartholomew's Episcopal Church, Beaverton, OR 1988-1994
9. Driver, Doernbecher Memorial Dash, Cascade Sports Car Club, Portland International Raceway, 1989-2001
10. Volunteer, Confederate Air Force/Blue Angels, Hillsboro Air Show 1989
11. Volunteer marketing/consulting, Beach Boys Summer's End Tour, Civic Stadium, Portland, OR 1989
12. Oregon Pilots Association summer's end event volunteer, 1997
13. First Aid/Lost & Found Logistics Specialist, Hillsboro Air Show, 1997-1999
14. Driver/volunteer, Multnomah Days Parade, Santa's Christmas Breakfast, etc.
15. Member, Vestry Board, St. Bartholomew's Episcopal Church, Beaverton, OR 1992-1996
16. Chairman, Strategic Long Range Planning Committee, St. Barts, 1992-1993

17. President, Cruzin for Hope, Inc. (not for profit fund raising organization) 1996 – present
18. Grounds Crew, Fred Meyer Challenge 2001-2002
19. Various volunteer/donated freelance photography for Jr. high & high school yearbooks, Portland Trailblazers, ORRC, Sunset High School Women's Cross Country Team Photographer, Portland Marathon, Seaside Marathon, Cascade Run-off, Hood to Coast Relay, Spruce Goose Inaugural Event, Evergreen Air Museum, Portland 200, Long Beach Grand Prix, Hillsboro Air Show, various running, auto racing, and snow mobile magazines, etc., weddings & events for low income families & organizations.

**Why have you applied for this position:**

I believe that I have valuable experience that will help shape the future of our city for the next 100 years, or so.

**What special training, skills, or experience have you had that would be pertinent to this application?**

Commercial & Residential real estate development (US & Mexico) , strong & successful business background, strategic & business planning acumen & experience, sales & marketing acumen, strong communications & negotiation skills, contagious enthusiasm, and I enjoy working with people to bring forth results beyond expectations while having fun every step of the way.

**Board(s) or Commission(s) in which you are interested?**

Development & Landmarks Commission

Please complete this form fully so City Council can evaluate your application. Thank you for the extra time and effort. Please return to City Recorder's Office, 10722 SE Main Street, Milwaukie, OR 97222, or fax to 653-2444. If you need additional information, please call 786-7502.

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**To: Mayor and City Council**

**Through: Mike Swanson, City Manager**  
**Alice Rouyer, Director of Community Development & Public Works**

**From: Jeffrey King, Project Manager**

**Subject: Update On Transportation Maintenance Fee Project**

**Date: March 27, 2003 for April 14, 2003 meeting**

**Action Requested**

1. Review and discuss information presented. A project consultant from the County will be available to provide an update on the county-wide transportation fee project.
2. Give staff direction on whether to proceed with research, community input gathering and fee proposal refinement. Proposal to be submitted to City Council for consideration at a future date.
3. Give staff direction on whether to proceed jointly with a Clackamas County proposal or independently with a Milwaukie only program.

**Background**

Since May of last year, the several cities and Clackamas County, with the assistance of transportation consultants, have been jointly reviewing the feasibility of enacting a Transportation Maintenance Fee to help address the deterioration of the local road system. The Clackamas County Coordinating Committee (4-C Group), a group of elected officials in the cities and the county who meet monthly to review matters of transportation and land use, is overseeing the study

The City of Milwaukie has approximately 75 miles of roads with a value in excess of \$90 million. Like most cities, Milwaukie has strived to maintain and protect its investment. However, due to several factors, the City's roads are deteriorating quickly. Milwaukie has not been able to keep up with needed maintenance and capital improvements. Some of the causes include:

- Decreasing gas tax revenues to Milwaukie as autos have become more fuel-efficient. Additionally, the gas tax has not been increased since 1993.
- Property taxes not spent on roads. Declining city budgets lack the funds for road improvements. Over the last number of years, road improvements have been limited to pothole repairs or the occasional grant funded project.
- There are more cars and trucks on the road than ever.

As a result Milwaukie has built up a multi-million dollar backlog of road improvement capital projects. In 1995 a Pavement Management System report was completed for the City of Milwaukie. This report detailed the conditions of the City roads at the time. At that point Milwaukie was just on the cusp where roads were adequate but slowly declining. Since then distress and quality of the roads show serious problems. Using a very conservative estimate of 25% decline in the eight years since the PMS report, a number of indicators show the magnitude of the problem.

- **Surface Distress Index:** Measures surface condition of road in terms of type, severity and extent of distresses. A value of 10 indicates no distress. while 7.5 marks the point at which distresses are significant. In 1995 the mean rating was 8.5. Assuming a 25% decline in 2003 it is projected to be 6.4
- **Riding Comfort Index:** Measures the roughness of the pavement. A value of 10 means an extremely smooth ride. Values in the 4.5 to 6.5 range indicate that pavement is becoming in need of rehabilitation. In 1995, the mean value was 6.6. In 2003 it is projected to be 5.0.
- **Structural Adequacy Index:** Measures how adequate the current pavement structure is to support the traffic presently using it. A value less than 5.0 indicates the pavement is too weak and will show signs of premature failure. In 1995 the mean value was 7.0. In 2003 it is projected to be 5.3
- **Pavement Quality Index (PQI):** Measure of the overall serviceability provided by a pavement to the end user. Best overall indicator as it takes into account the other factors listed above. A newly constructed road has a PQI value of 9.5-10. The PQI level at which pavement becomes in need of rehabilitation is in the 4.0-7.0 range. In 1995 the average PQI was 7.3. In 2003 it is projected to be 5.5.

Rapidly deteriorating roads have major consequences for Milwaukie over time:

- Loss of commerce and higher costs for transport.
- Damage to vehicles, increased hazards, lowered safety, inefficient transportation and more congestion for Milwaukie residents.
- Lower quality of life.
- Substantial future costs. Because of the delays in capital maintenance, improvements that would have cost \$1 per unit at 75% of life now cost \$5 per unit at 12% of remaining life of the road.

Since early 2002 Clackamas County and a number of cities have been examining the feasibility of a Transportation Maintenance Fee. The cities and the county have meeting though the creation of a Technical Advisory Committee with representation from participating cities. This group has also shared costs of a professional transportation consultant. The benefits envisioned of such a joint approach included development of a common ordinance, a uniform fee, streamlined administration and the recognition that the road distress problems are occurring throughout the county. The County has since established a TMF Advisory Committee, which consists of a wide range of business leaders. Members from Milwaukie are also represented.

The County-wide Concurrency Committee and Transportation Adequate Financing Subcommittee of the Clackamas County Commission recommended this fee-based approach to meet local needs over other revenue sources. This is the result of the following considerations:

- Cost-of-service approach is seen as equitable cost recovery.
- Fee provides reliable and dedicated revenues for transportation
- It is a self-sufficient funding program
- Funds specifically earmarked for transportation maintenance.
- All fees collected by City will be spent only in City.
- Nine communities in Oregon currently have a Transportation Maintenance Fee and two more are pending. Thus fee program has a track record and has been refined.

### **Concurrence**

Community Development, Planning, Engineering and Street Department have been working with the County Technical Advisory Committee in developing a possible fee strategy in Milwaukie.

### **Fiscal Impact**

Research, refinement and community input phase would have minimal fiscal impact. The proposed Community Development Administration budget includes possible consultant dollars that may be needed to proceed with the project.

### **Work Load Impacts**

Research, refinement and community input phase can be handled adequately with existing staff and is part of the existing Community Development work program. Staff may elect to use a consultant if further refinement is needed on the fee methodology.

### **Alternatives**

- Authorize staff to proceed with fee proposal development and continue with joint city-county process.
- Authorize staff to proceed with fee proposal development but with independent Milwaukie process.
- Consider other funding sources or methods to address deteriorating road system.
- Not proceed at this time with any funding program or method to address deteriorating road system.



TO: Mayor and Council  
FROM: Mike Swanson, City Manager  
DATE: April 7, 2003  
RE: Municipal Judge Contract

### **ACTION REQUESTED**

Direction on your desires with respect to the Municipal Judge position. The current contract expires on June 30, 2003.

### **BACKGROUND**

Section 10, Milwaukie Charter of 1975 lists the "appointive officers" of the City as the "city manager, city attorney, and municipal judge." That section further states that "[e]ach such officer is appointed and removed by a majority vote of the entire council. In the case of the municipal judge, the council may designate a state court to perform the judicial functions of the city."

Section 28(a), Milwaukie Charter of 1975 further states that "[t]he municipal judge shall be the judicial officer of the city. The municipal judge shall be appointed by and hold office during the pleasure of the council."

Judge Gray's current contract is for a period of one year and expires on June 30, 2003. (copy attached) It is time to explore the Council's desires with respect to the future of that position. We can renegotiate a contract with Judge Gray or circulate an RFP to see if there is any interest in the legal community. Section 28(a), Milwaukie Charter of 1974 requires that the Municipal Judge "be a member in good standing of the Oregon State Bar during the entire term of office."

# **CITY OF MILWAUKIE, OREGON**

## **PERSONAL SERVICES CONTRACT**

THIS AGREEMENT made and entered into this 2<sup>nd</sup> day of July 2002, by and between the CITY OF MILWAUKIE, a municipal corporation of the State of Oregon, hereinafter called CITY, and Ronald L. Gray hereinafter called CONTRACTOR.

### **WITNESSETH:**

WHEREAS, CITY has need for the services of an attorney with the particular training, ability, knowledge, and experience possessed by CONTRACTOR, and

WHEREAS, City Council has determined that Ronald L. Gray is qualified and capable of performing the professional services as CITY does hereinafter require, under those terms and conditions set forth:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

### **1. SERVICES TO BE PROVIDED:**

CONTRACTOR agrees to perform the services of Municipal Court Judge for the City of Milwaukie, Clackamas County, Oregon.

### **2. EFFECTIVE DATE AND DURATION:**

This agreement shall become effective upon the date of execution, and shall expire, unless otherwise terminated or extended, on June 30, 2003. All work under this agreement shall be completed prior to the expiration of this agreement.

### **3. COMPENSATION:**

CITY agrees to pay CONTRACTOR up to \$1,500 per month for performance of those services provided herein. CITY also agrees to reimburse CONTRACTOR for necessary and normal expenses that are incident to performance of the services specified herein.

Payments by CITY to CONTRACTOR shall be based upon the following applicable terms:

- i. Payment will be made in monthly installments of \$1,500 payable on or before the last working day of each calendar month.
- ii. City shall establish an annual budgeted amount of \$500.00 each fiscal year for pro tem judge costs. Any such cost shall be charged against this amount until \$500.00 has been expended in any fiscal year. Any pro tem costs above this amount shall be charged against the monthly compensation paid to the CONTRACTOR.

- iii. The CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this contract.

**4. ASSIGNMENT/DELEGATION:**

Neither party shall assign, sublet or transfer any interest in or duty under this agreement without the written consent of the other and no assignment shall be of any force or effect whatsoever unless and until the other party has so consented. If CITY agrees to assignment of tasks to a subcontractor, CONTRACTOR shall be fully responsible for the acts or omissions of any subcontractors and of all persons employed by them, and neither the approval by CITY of any subcontractor nor anything contained herein shall be deemed to create any contractual relation between the subcontractor and CITY.

**5. STATUS OF CONTRACTOR AS INDEPENDENT CONTRACTOR:**

CONTRACTOR certifies that:

- i. CONTRACTOR acknowledges that for all purposes related to this Agreement, CONTRACTOR is and shall be deemed to be an independent contractor as defined by ORS 670.700, and not an employee of CITY, shall not be entitled to benefits of any kind to which an employee of CITY is entitled and shall be solely responsible for all payments and taxes required by law; and, furthermore, in the event that CONTRACTOR is found by a court of law or any administrative agency to be an employee of CITY for any purpose, CITY shall be entitled to offset compensation due, to demand repayment of any amounts paid to CONTRACTOR under the terms of this Agreement, to the full extent of any benefits or other remuneration CONTRACTOR receives (from CITY or third party) as a result of said finding and to the full extent of any payments that CITY is required to make (to CONTRACTOR or to a third party) as a result of said finding.
- ii. The undersigned CONTRACTOR hereby represents that no employee of the City of Milwaukie, or any partnership or corporation in which a CITY employee has an interest, has or will receive any remuneration of any description from CONTRACTOR, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.

If this payment is to be charged against Federal funds, CONTRACTOR certifies that he is not currently employed by the Federal Government and the amount charged does not exceed his normal charge for the type of service provided.

CONTRACTOR and its employees, if any, are not active members of the Oregon Public Employees Retirement System and is not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.

- iii. CONTRACTOR certifies that it currently has a City of Milwaukie Business License or will obtain one prior to delivering any services under this agreement.

## **6. INDEMNIFICATION:**

CITY has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Agreement. CONTRACTOR warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of a CONTRACTOR's work by CITY shall not operate as a waiver or release.

CONTRACTOR agrees to indemnify and defend City of Milwaukie, its officers, agents and employees and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees and witness costs and (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this contract, except liability arising out of the sole negligence of the CITY and its employees. Such indemnification shall also cover claims brought against the City of Milwaukie under state or federal worker's compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

It is understood by Contractor that in the event Contractor through their action or inaction injures, damages or otherwise diminishes the value of property owned by the City (beyond that incident to normal wear and tear), Contractor agrees to pay City upon written demand by the City, the amount necessary to restore, repair or replace said property. Contractor further agrees that in the event City has monies owing to Contractor on this project or otherwise, Contractor agrees City may retain any amount City reasonably deems necessary to cover any costs associated with the damage, injury or diminished value until Contractor either pays the City or other arrangements satisfactory to the City are made. In the event said arrangements cannot be made within thirty (30) days of the City's written notice, the City may set-off any or all of the disputed amount from any amounts owed.

## **7. INSURANCE:**

CONTRACTOR shall maintain Professional Liability Insurance as required by the Oregon State Bar. Proof of insurance shall be provided before work commences to:

City Recorder  
City of Milwaukie  
3200 SE Harrison  
Milwaukie, OR 97222

Ten days cancellation notice shall be provided CITY by Certified Mail to the City Recorder at the address listed above in event of cancellation or non-renewal of the insurance.



**8. METHOD OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS:**

All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

CITY:

Accounts Payable  
City of Milwaukie  
10722 SE Main  
Milwaukie, Oregon 97222

CONTRACTOR:

Ronald L. Gray  
814 7<sup>th</sup> Street #6  
Oregon City, OR 97045

and when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills and payment shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

**9. MERGER:**

This writing is intended both as a final expression of the agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the agreement. No modification of this agreement shall be effective unless and until it is made in writing and signed by both parties.

**10. TERMINATION WITHOUT CAUSE:**

At any time and without cause, CITY shall have the right in its sole discretion, to terminate this agreement by giving written notice to CONTRACTOR. If CITY terminates the contract pursuant to this paragraph, it shall pay CONTRACTOR for services rendered to the date of termination.

**11. TERMINATION WITH CAUSE:**

If CONTRACTOR fails to perform any of its obligations under this contract, within the time and in the manner provided, or in the event of any of the following: insolvency of CONTRACTOR; voluntary or involuntary petition in bankruptcy by or against CONTRACTOR; appointment of a receiver or trustee for CONTRACTOR; or an assignment for benefit of creditors of CONTRACTOR, or otherwise violates any of the terms of this Agreement, CITY may terminate the Agreement by giving CONTRACTOR written notice stating the reason for the termination. If CITY terminates pursuant to this paragraph, CONTRACTOR shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees

specified in the Agreement as the services satisfactorily rendered by CONTRACTOR bear to the total services otherwise required to be performed for such total fee; provided, that there shall be deducted from such amount the amount of damage, if any, sustained by CITY due to the breach of the Agreement by CONTRACTOR. Damages for breach shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

**A.** CITY may terminate this agreement effective upon delivery of written notice to CONTRACTOR, or at such later date as may be established by CITY, under any of the following conditions:

- I. if CITY funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This agreement may be modified to accommodate a reduction in funds.
- II. if federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this agreement.
- III. if any license or certificate required by law or regulation to be held by CONTRACTOR, its subcontractors, agents and employees to provide the services required by this agreement is for any reason denied, revoked or not renewed.
- IV. if CONTRACTOR becomes insolvent, if voluntary or involuntary petition in bankruptcy is filed by or against CONTRACTOR, if a receiver or trustee is appointed for CONTRACTOR, or if there is an assignment for the benefit of creditors of CONTRACTOR.

Any such termination of this agreement under paragraph (A) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

**B.** CITY, by written notice of default (including breach of contract) to CONTRACTOR, may terminate the whole or any part of this agreement:

- I. if CONTRACTOR fails to provide services called for by this agreement within the time specified herein or any extension thereof, or
- II. if CONTRACTOR fails to perform any of the other provisions of this agreement, or so fails to pursue the work as to endanger performance of this agreement in accordance with its terms, and after receipt of written notice from CITY, fails to correct such failures within ten (10) days or such other period as CITY may authorize.

The rights and remedies of CITY provided in the above clause related to defaults (including breach of contract) by CONTRACTOR shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

If CITY terminates this agreement under paragraph (B), CONTRACTOR shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred, an amount which bears the same ratio to the total fees specified in this agreement as the services satisfactorily rendered by CONTRACTOR bear to the total services otherwise required to be performed for such total fee; provided, that there shall be deducted from such amount the amount of damages, if any, sustained by CITY due to breach of contract by CONTRACTOR. Damages for breach of contract shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

**12. FORCE MAJEURE:**

Neither CITY nor CONTRACTOR shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disenabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine, restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the parties so disenabled shall within ten (10) days from the beginning of such delay, notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the agreement.

**13. NON-WAIVER:**

The failure of CITY to insist upon or enforce strict performance by CONTRACTOR of any of the terms of this contract or to exercise any rights hereunder, should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

**14. NON-DISCRIMINATION:**

CONTRACTOR agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. CONTRACTOR also shall comply with the Americans with Disabilities Act of 1990, ORS 659.425, and all regulations and administrative rules established pursuant to these laws.

**15. ERRORS:**

CONTRACTOR shall perform such additional work as may be necessary to correct errors in the work required under this agreement without undue delays and without additional cost.

**16. ATTORNEY'S FEES:**

In case suit or action is instituted to enforce the provisions of this contract, the parties agree that the losing party shall pay such sum as the Court may adjudge reasonable attorney fees and court costs, including attorney's fees and court costs on appeal.

**17. APPLICABLE LAW:**

CONTRACTOR shall comply with all federal, state, and local laws and ordinances applicable to the work under this agreement, including those set forth in ORS 279.310 to 279.320.

**18. CONFLICT BETWEEN TERMS:**

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument in the proposal of the contract, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

**19. SEVERABILITY:**

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect and shall in no way be affected or invalidated thereby.

**20. COMPLETE AGREEMENT:**

This agreement and attached exhibits constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. CONTRACTOR, by the signature of its authorized representative, hereby acknowledges that he has read this agreement, understands it and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, CITY has caused this agreement to be executed by its duly authorized undersigned officer and CONTRACTOR has executed this agreement on the date hereinabove first written.

CITY (CITY OF MILWAUKEE)

By:  Mike Swanson, City Manager

CONTRACTOR

By:  Ronald L. Gray



**TO: Mayor and City Council**  
**FROM: Mike Swanson, City Manager**  
**DATE: March 31, 2003**  
**RE: Attached Letter Re School Resource Officer**

### **ACTION REQUESTED**

Direction on whether or not to pursue the full compensation for the School resource Officer assigned to Rowe Middle School.

### **BACKGROUND**

Last year Chief Kanzler and I notified Council that we were removing the School Resource Officer from full-time duty at Rowe Middle School. Coverage would remain on an as needed basis. Council desired to retain the full-time School resource Officer status and requested that I contact the District and inquire as to its desire to share in the cost of the officer. The District agreed that full-time coverage was desirable and agreed to pay roughly half of the cost, or \$35,000.

That encompassed the extent of the "agreement." In fact, upon receiving the invoice for the full amount, Ron Naso called me and asked that it be billed quarterly. We adjusted our billing practice to do so. The point is that we have been handling "contract terms" on a case-by-case basis.

The attached letter is one such term. I am more than willing to make the determination, and will do so, but I would like some input from Council before my final decision.

One final note. The District is considering whether or not to include the School Officer budget amount in its FY 2003-04 budget. As of this date I am proposing it as a revenue to the General Fund and am proceeding with the assumption that the District will include it and Council continues to desire it.

However, I also believe, as I did before, that we should vest in the Chief the power to deploy the forces of the Department as he deems necessary to meet

the challenges faced by the City. That was my original reason for approving of the reassignment of the School Resource Officer. He may well deem that assignment to be in the best interests of the City, and, if so, he will make it. If, however, there are other challenges that need to be met, I believe that we need to give him the power to meet them.

deploymentmemo

*Toward A New*

**Excellence**

*North Clackamas Schools*

## **NORTH CLACKAMAS SCHOOL DISTRICT**

4444 SE Lake Road · Milwaukie, Oregon 97222  
503-653-3604 Fax: 503-653-3627  
dierdorff@nclack.k12.or.us

William H. Dierdorff, Ed.D.  
*Director of Business Support Services*

March 26, 2003

Finance Director  
City of Milwaukie  
10722 SE Main Street  
Milwaukie OR 97222

Re: School Resource Officer

North Clackamas School District pays for a portion of the School Resource Police Officer based at Rowe School. Due to cut backs in state funding, the school year will be five days shorter than expected – 171 days rather than 176 days.

Would you please adjust your final invoice to reflect the reduction. The total amount paid by North Clackamas School District is \$35,000 for 176 days or \$198.86 per day. The adjustment should total \$994.30 for the five days.

Thank you for your assistance.



W. H. Dierdorff, Director  
Business Support Services

rp

cc: Elaine Drakulich  
Accounts Payable